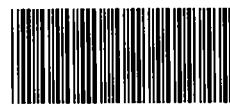


LORD

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US EPA
WESTERN PA SECTION
3HW23



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Lord Corporation
2000 West Grandview Blvd.
P. O. Box 10038
Erie, PA 16514-0038
814:868-0924
Telex: 291935
FAX: 814:864-3452

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CERTIFIED MAIL

Mr. David P. Turner
Western Pennsylvania Section (3HW23)
USEPA Region III
841 Chestnut Building
Philadelphia, PA 19107

October 4, 1993

Reference: Lord-Shope RD/RA Monthly Progress Report

Dear Mr. Turner:

Lord is hereby submitting five copies of the monthly progress report for October 1993.

The following work was conducted during this period:

REMEDIAL DESIGN/REMEDIAL ACTION

An on site wetlands reassessment was completed on September 15 and 16, 1993. Participants were USEPA, Ecology & Environment, Lord, Eckenfelder and Breedlove, Dennis, and Associates. This assessment appeared to be successful in identifying wetlands so that minimal impact will be experienced during the remedial implementation. Eckenfelder now has the information needed to complete the report.

Lord met with Eckenfelder at Mahwah to review design plans for equipment, building and controls for the treatment plant on September 10, 1993 and have been working very closely on all aspects of the final design since that time. The design project is going well and is on schedule.

MISCELLANEOUS

The monthly inspection was performed and the site is in good condition. Well 20B was found to have a hole in the casing during the wetlands assessment walkover. Lord plans to repair the well in the near future.

The semi annual sampling of site and neighbors wells is now in progress.



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Mr. David P. Turner
October 4, 1993
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Lord has finalized a formal request for access to Over Lake property to complete the RA; the current agreement expires with the USEPA approval of the RD. A copy of the formal access request letter to Over Lake is attached to this letter; a copy was submitted to Tim Malloy of USEPA. Lord will need USEPA assistance to gain access if this proposal is not accepted by Over Lake.

Yours truly,

LORD CORPORATION

A handwritten signature in cursive script that reads "Eugene A. Miller".

Eugene A. Miller
Manager, Environmental Services

EAM93093/ag

cc: (b) (4) - Eckenfelder, Inc.
(b) (4) - Eckenfelder, Inc.
Robert Kimball-PADER - Certified Mail

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EASEMENT INDENTURE

THIS INDENTURE, made and entered into this ____ day of September, 1993, by and between OVER LAKE, INC., with its offices located at Route 20, Girard, Pennsylvania (hereinafter referred to as "Over Lake"), and LORD CORPORATION, with corporate offices at 2000 West Grandview Boulevard, Erie, Pennsylvania, (hereinafter referred to as "Lord").

WITNESSETH:

WHEREAS, Over Lake is the owner of certain real property, comprising approximately 125 acres, bounded in part by Route 20 and Pieper Road in the Township of Girard, County of Erie and Commonwealth of Pennsylvania (said property hereinafter referred to as "Over Lake Property"); and

WHEREAS, Lord is the owner of certain real property, located at 6262 Pieper Road, and adjacent to the Over Lake Property, in the Township of Girard, County of Erie and Commonwealth of Pennsylvania (said property hereinafter referred to as "Lord Property"); and

WHEREAS, in conjunction with the United States and its representatives, including the United States Environmental Protection Agency ("USEPA"), and the Pennsylvania Department of Environmental Resources, Lord has been conducting an investigation and evaluation of the Lord Property, and portions of the Over Lake Property; and

WHEREAS, in connection with such investigation and evaluation, there exists on a portion of the Over Lake Property certain groundwater monitoring wells and piezometers, and a groundwater extraction well, which Over Lake has previously permitted Lord to construct, maintain, operate, alter, repair, replace and monitor; and

WHEREAS, Lord's investigation and evaluation of the Lord Property and portions of the Over Lake Property has resulted in the identification of the need to undertake remedial action to abate the contamination of the groundwater; and

WHEREAS, in accordance with its Record of Decision, dated July 29, 1990, and the resulting Consent Decree entered by the United States District Court for the Western District of Pennsylvania on September 27, 1991, the United States has accepted Lord's proposal for Remedial Action to abate the contamination of the groundwater; and

WHEREAS, prior to undertaking the Remedial Action, Lord has completed a preliminary Remedial Design which included a feasibility study of the groundwater extraction and treatment system, and the continued monitoring groundwater monitoring wells, piezometers and soil borings and the performance of other soil and water monitoring activities; and

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WHEREAS, Lord, in cooperation with USEPA and its contractors, desires to continue to have access to approximately 30.96 acres of the Over Lake Property, the metes and bounds of which are shown in the survey identified as Exhibit A (hereinafter referred to as "Easement Property"), for purposes of implementing the preliminary Remedial Design plan and monitoring activities; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties intending to be legally bound hereby agree as follows:

I. DEFINITIONS

1. For the purposes of this Agreement, the following terms shall be used with respect to the three sections of the Over Lake Property, identified in Exhibit A, to which this Agreement shall apply:

- (a) "Easement No. 1" shall mean and refer to that portion of the Over Lake Property, as identified in Exhibit A, on which is located existing groundwater monitoring Wells 37 A & B;
- (b) "Easement No. 2" shall mean and refer to that portion of the Over Lake Property, as identified in Exhibit A, located north of Easement No. 1 on the East side of the creek bisecting the Over Lake Property;
- (c) "Easement No. 3" shall mean and refer to the acreage of Over Lake Property, as identified in Exhibit A, located north of the Lord Property and west of the creek bisecting the Over Lake Property;
- (d) "Easement Property" shall collectively mean Easement No. 1, Easement No. 2 and Easement No. 3.

II. GRANT OF EASEMENTS

1. With respect to Easement No. 1 and Easement No. 2, Over Lake hereby grants, bargains, sells and conveys to Lord, its agents, contractors, employees, assigns and permittees, an Easement and Right-of-Way upon, over and across Easement No. 1 and Easement No. 2 for the following purposes:

- A. To maintain, operate, alter, repair, replace, monitor and remove existing groundwater monitoring wells

2. With respect to Easement No. 3, Over Lake hereby grants, bargains, sells and conveys to Lord, its agents, contractors, employees, assigns and permittees, an Easement and Right-of-Way upon, over and across Easement No. 3 for the following purposes:

- A. To maintain, operate, alter, repair, replace and monitor existing groundwater monitoring wells, piezometers, soil borings and other fixtures for monitoring soil and water;
- B. To construct, maintain, operate, alter, repair, replace and monitor new groundwater monitoring wells, piezometers, soil borings and other fixtures for monitoring soil and water as required by USEPA to monitor groundwater contamination; and
- C. To construct, maintain, operate, alter, repair, replace and monitor groundwater extraction wells, pumps, pipelines, electric lines and associated hardware (which pumps, pipelines, electric lines and associated hardware shall hereinafter be collectively referred to as "associated hardware") as required by USEPA.

III. TERM

The term (hereinafter "Term") of this Easement Indenture shall be from the date of this Easement Indenture through December 31, 1994.

IV. CONSIDERATION

In consideration for this Easement Indenture, Lord hereby agrees to pay Over Lake the sum of One Thousand Two Hundred Fifty Dollars per month (\$1,250/mo.) for every month thereafter until the end of the Term.

V. TERMS AND CONDITIONS OF THE GRANT OF EASEMENTS TO THE EASEMENT PROPERTY

- 1. The Easements granted herein shall be subject to the following conditions:
 - A. Pedestrian and vehicular ingress and egress onto the Easement Property shall be made by entering from and exiting onto the Lord Property, unless otherwise permitted by Over Lake.
 - B. Pedestrian and vehicular ingress and egress onto Easement No. 1 or Easement No. 2 shall be made by entering from and exiting onto Easement No. 3, unless otherwise permitted by Over Lake.
 - C. No security fencing will be constructed on the Easement Property.
 - D. No in-situ vapor stripping facilities will be constructed on the Easement Property.

- E. No groundwater treatment facilities, other than groundwater extraction wells and associated hardware constructed, maintained, operated, altered, repaired, replaced and monitored on Easement No. 3, will be constructed on the Easement Property.
- F. All tools, equipment, and other property taken onto or placed upon the Easement Property by Lord, its agents, contractors, assigns and permittees, shall remain the property of Lord, its agents, contractors, assigns and permittees.
- G. All groundwater monitoring wells, groundwater extraction wells and related hardware, and piezometers located on the Easement Property, pursuant to prior agreements between the parties, may be maintained in their current condition. By the end of the Term, Lord will determine the number and location of all groundwater monitoring wells, groundwater extraction wells and related hardware, and piezometers that will be required for the long term Remedial Action. Unless otherwise required by USEPA, such groundwater monitoring wells, groundwater extraction wells and related hardware, and piezometers shall be installed at or below ground level. All other groundwater monitoring wells, groundwater extraction wells and related hardware, and piezometers shall be removed from the Easement Property, unless otherwise required by USEPA.
- H. All costs related to the construction, maintenance, operation, alteration, repair, replacement and monitoring of all groundwater monitoring wells, piezometers, soil borings, other fixtures for monitoring soil and water, and the groundwater extraction well and associated hardware shall be at the sole expense of Lord. Lord agrees to defend, indemnify and hold harmless Over Lake, its agents, employees and customers from any and all liability, damage, cost and expense, as a result of such construction, maintenance, operation, alteration, repair, replacement and monitoring of groundwater monitoring wells, piezometers, soil borings, other fixtures for monitoring soil and water, and the groundwater extraction well and associated hardware whether or not caused by the negligence of Lord, its agents, contractors, employees or permittees, and regardless of source or cause.
- I. Lord shall provide Over Lake with appropriate drawings indicating the location of all groundwater monitoring wells, piezometers, soil borings, other fixtures for monitoring soil and water, and the groundwater extraction well and associated hardware permitted pursuant to this Easement Indenture.

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2. Lord shall use its best efforts to avoid interfering with the normal peaceful enjoyment of the Over Lake Property by Over Lake, its agents, employees and customers.

3. Over Lake agrees that it will not develop or otherwise alter the Easement Property in a manner which would frustrate, jeopardize or harm the groundwater monitoring wells, piezometers, soil borings, other fixtures for monitoring soil and water, and the groundwater extraction well and associated hardware including but not limited to actions which would have an impact upon Lord's extraction and treatment of groundwater. Further, Over Lake agrees that it will not interfere with the activities of Lord on the Easement Property.

4. Lord and its permittees shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

5. Over Lake, its successors, heirs and assigns, reserve the right to fully use and enjoy the Over Lake Property subject to the rights, privileges and authority herein granted and conveyed.

6. It is mutually agreed and understood that this Indenture as written covers all the agreements and stipulations between the parties and that no representations or statement, verbal or written, have been made modifying, adding to, or changing the terms hereof.

7. The Consideration provided herein is solely for the Easement granted by Over Lake to Lord under this Easement Indenture, and shall not be construed as a waiver or release of any rights or claims that Over Lake may have against Lord for other damages.

8. It is mutually agreed and understood that this Easement Indenture as written covers all the agreements and stipulations between the parties and that no representations or statement, verbal or written, have been made modifying, adding to, or changing the terms hereof.

TO HAVE AND TO HOLD the said rights and privileges unto said Lord, its successors and assigns, until the end of the Term; and the undersigned hereby binds itself, its successors, heirs, and assigns, to warrant and forever defend Lord, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

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IN WITNESS WHEREOF, Over Lake and Lord have caused their duly authorized representatives to execute this Easement Indenture as of the day and year first above written.

OVER LAKE, INC.

LORD CORPORATION

By: _____
Robert L. Elwinger

By: _____
James W. Wright

Title: President

Title: Vice President, Legal Affairs
and Secretary